

FRIDAY LETTER
November 9, 2018

1. **Dave's transition to Manager/Operator.** Dave and I are recommending the attached Agreement with reorganized and slightly revised Scope of Work in the attached Discussion Drafts for the Board's consideration. We know the contract committee is meeting with Dave tomorrow (Saturday) and may want to include this draft in their discussion.
2. **Leak.** Around noon yesterday I got a call from contractors working on bulkhead repair on the beach at the bottom of 262nd reporting heavy water flow from a stormwater outlet pipe onto the beach. Walking upstream they found the source in water flowing out of our standpipe box at the bottom of the road. I went to the site and then called Dave and left a voicemail message for Frankie.

We learned that Frankie is gone hunting in eastern Washington so Dave contacted Frankie's backhoe operator, Brian, who brought equipment to the site. By this time it was late in the afternoon and they decided to wait and make the repairs today (Friday) when they would have time to assemble the materials and enough daylight to allow any necessary glue joints to cure. Only two customers are impacted. Dave throttled down the flow at a valve halfway down 262nd overnight, but left the service on for both.

This morning they dug up around the box and found that a compression coupling on a 1-1/2" PVC line had failed. No time-consuming glue necessary. They are competing the repair as I write this and should have service restored in about a hour.

3. **Contract with Northwest Water Systems.** As we have discussed, we currently have a contract with NWS for "on call management services", for which we pay a monthly retainer of \$122.55. We have not used the service since we entered into the agreement in July of 2015, but it has been a comfort to know that they are available to perform all the Operator of Record duties during this time with a simple phone call.

Now that we are considering hiring Dave full time, I have heard board members say it is time to terminate this contract with NWS at the same time that Dave starts his new duties. Dave tells me there is shortage of certified people on the Island available for back up when he needs help, or is away. The cost of this extra insurance with NWS is low. It would take them a couple of hours to respond in an emergency, but they are very competent and "full service" when it comes to water systems, and also pretty familiar with our system. Maybe we could keep the contract in place?

4. **Service to 319.** I received the following e-mail message from Allison Schaapman this morning. I replied that I would share this with the Board and that your next meeting was on November 26th.

To Whom it May Concern,

Thank you for communicating with me the updates and progress of the meetings as they pertain to my lot. I have spent considerable time, not just the past few weeks but throughout this

process, trying to better understand the Board's decision to have me bear the enormous expense of having access to water on my lot.

From the information that I have gathered in my review of the past board meetings I have seen that there are several advantages for the Dockton Water Association that specifically address my lot and the opportunity it affords in providing a cheaper and easier solution to providing service to other residents and lot owners "downstream" from my lot. I'd like to address and clarify the language that has been used to justify the association's assertion that I am responsible for both the installation and the cost of having a main extension placed on my lot. In June 29th's Friday letter it was noted that there are six reserve water share holders along the walk and one in particular that is looking to gain water access as the drain catcher system he used is no longer available. What is noted in the next paragraph is the location of the water main that is on the property located directly to the west of me. This water main "serves two existing customers (and now 319) from 94th, One more customer is not going to make much difference, but if we are serious about the new main as a critical link connection down to the bottom of Summerhurst, **we** need to upgrade this line." Also noted further down is how it would "save mobilization costs and put us (Dockton Water) in a position to seriously offer future Summerhurst Walk customers the opportunity to bring the line down for water." I have placed emphasis on the word "we" because so far what I have been told is I have this obligation, even if that is a reduced amount due to the board adding part of the main extension into upgrading other main lines.

Within the Director's Policies under Section 2 Sub-section 2. Existing Shareholders, it is noted that "the shareholder shall pay all costs for installation of the service line and meter from the water main to the property line. If no main exists **abutting** the shareholders property, it will be required that the shareholder bear the expense of installing a main extension...." The drawing you sent me this spring shows that there is a water main located on the property directly to the west of me, which by definition in the policies "abuts" my property, and you also noted the location in the June 29th Friday letter. Based on this I feel that I do not have the requirement of needing to install a water main extension onto my property. The language also does not specify that I have to "front" the line, which was also told to me in an email sent May 20th. In that same email you specifically state that "the nearest main comes down the hill from 94th almost to the northwest corner of your property." We have talked a small amount about what would happen if I chose to not build on my lot as the costs continue to escalate and how Dockton Water would pursue getting water to Summerhurst walk, and the alternative seems to be running a line all the way down Summerhurst Road. There are numerous meetings that specifically state "now that we have alignment down 319, how are we to go about servicing Summerhurst Walk." What happens if I fail to develop my parcel or choose not to, the board will need to return to the alternative of running a line down Summerhurst Road.

I have been patient now for six meetings waiting for the board to come to a decision, and in that time it has allowed me to delve into all the applicable documentation that reinforces my opinion that I am not financially responsible for a water main extension. I have been sympathized with and told that this is "the sins of our forefathers and foremothers" when indeed the same exact language justifies specifically that a parcel abutting a property with a main located on it does not require having an extension installed. I can see the various challenges that have been ongoing and I know that my matter isn't the only pressing one and choosing to upgrade the system is not a task that is easily solved. However, I do not appreciate how an opportunity for the board has presented itself to make one of these outstanding issues more readily and easily remedied and framing it so that I alone am expected to not only have to have a water main extension installed but also bear this cost as my parcel allows for cheaper, quicker, and easier access to the Summerhurst Walk and all the water share owners serviced by the association within Shore Acres/Summerhurst Walk, not to mention the additional cost of installing an 8" main vs a 2" main which is what I assume is in place in the lot above me. It appears that this has been

something on the minds of the board members and association for some time with plans made for future service in the event someone bought and tried to build on the lot I currently own. The association has six other water share reserves to consider, and rather than encouraging them to come together to bear the cost, it is being forced upon me as well as having to bear the burden of responsibility in seeking reimbursement (if any) from the other parcel owners for access to the new main extension. I am not an unreasonable person and certainly not made of money as most of us are not. I am simply trying to get my piece of the "American dream" as so many others who came before me have. There have already been a number of obstacles and difficulties thrown my way in simply trying to build on this lot from King county that the costs have escalated dramatically. Add to this the additional burden the association is trying to place on me for water access makes for the case building on this lot untenable with the cost for just having utilities (water and septic) installed, excluding power, at \$60,000. And that's if everything goes perfectly and no unforeseen issues arise. When buying this lot I was not naive to the possibilities and risks of unforeseen expenses presenting themselves as I built my house, I was well aware that issues did and would occur. Again, I do appreciate your updates but I wanted to express my concerns and feelings on this matter. I do hope that further dialogue will help us to find a solution that is more amenable to both parties.

Allison

Kelly